

**NOTICE**  
**TO BUYER AND SELLER**  
**READ THIS NOTICE BEFORE SIGNING THE CONTRACT**

The Law requires real estate brokers to give you the following information before you sign this contract. It requires us to tell you that you must read all of it before you sign. The purpose is to help you in this purchase or sale.

- 1) As a real estate broker, I represent: ☐ the seller, not the buyer; ☐ the buyer, not the seller;  
☒ both the seller and the buyer; ☐ neither the seller nor the buyer.

The title company does not represent either the seller or the buyer.

2) You will not get any legal advice unless you have your own lawyer. Neither I nor anyone from the title company can give legal advice to either the buyer or the seller. If you do not hire a lawyer, no one will represent you in legal matters now or at the closing. Neither I nor the title company will represent you in those matters.


3) The contract is the most important part of the transaction. It determines your rights, risks, and obligations. Signing the contract is a big step. A lawyer would review the contract, help you to understand it, and to negotiate its terms.

4) The contract becomes final and binding unless your lawyer cancels it within the following three business days. If you do not have a lawyer, you cannot change or cancel the contract unless the other party agrees. Neither can the real estate broker nor the title insurance company change the contract.

5) Another important service of a lawyer is to order a survey, title report, or other important reports. The lawyer will review them and help to resolve any questions that may arise about the ownership and condition of the property. These reports and survey can cost you a lot of money. A lawyer will also prepare the documents needed to close title and represent you at the closing.

6) A buyer without a lawyer runs special risks. Only a lawyer can advise a buyer about what to do if problems arise concerning the purchase of this property. The problems may be about the seller's title, the size and shape of the property, or other matters that may affect the value of the property. If either the broker or the title company knows about the problems, they should tell you. But they may not recognize the problem, see it from your point of view, or know what to do. Ordinarily, the broker and the title company have an interest in seeing that the sale is completed, because only then do they usually receive their commissions. So, their interests may differ from yours.

7) Whether you retain a lawyer is up to you. It is your decision. The purpose of this notice is to make sure that you have the information needed to make your decision.

 **ANGELIE GRIMM**  
 2/10/2022 8:00:18 AM EST  
 SELLER

DATE

SELLER DATE

SELLER DATE

SELLER DATE

Listing Broker

 **Aaron Goldberg**  
 2/6/2022 7:09:27 PM EST  
 BUYER  
**Aaron Goldberg**

DATE

BUYER DATE

BUYER DATE

BUYER DATE

 **Jean Calvetto**  
 2/6/2022 7:33:45 PM EST  
 Selling Broker  
**Exit Realty Smart Move**

Prepared by: **Jean Calvetto**

Name of Real Estate Licensee

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Exit Realty Smart Move, 795 N Main St Manahawkin NJ 08050

Jean Calvetto

Phone: 7326164101

Fax: 6095972102

1833 1st Ave

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201

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STATEWIDE NEW JERSEY REALTORS® STANDARD FORM  
OF REAL ESTATE SALES CONTRACT

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THIS FORM MAY BE USED ONLY IN THE SALE OF A ONE TO FOUR-FAMILY RESIDENTIAL PROPERTY OR VACANT ONE-FAMILY LOTS. THIS FORM IS SUITABLE FOR USE ONLY WHERE THE SELLER HAS PREVIOUSLY EXECUTED A WRITTEN LISTING AGREEMENT.

**THIS IS A LEGALLY BINDING CONTRACT THAT WILL BECOME FINAL WITHIN THREE BUSINESS DAYS. DURING THIS PERIOD YOU MAY CHOOSE TO CONSULT AN ATTORNEY WHO CAN REVIEW AND CANCEL THE CONTRACT. SEE SECTION ON ATTORNEY REVIEW FOR DETAILS.**

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**1. PARTIES AND PROPERTY DESCRIPTION:**

**Aaron Goldberg** ("Buyer"), \_\_\_\_\_, ("Buyer"),

\_\_\_\_\_, ("Buyer"), \_\_\_\_\_, ("Buyer"),

whose address is/are **932 2nd Ave, Toms River, NJ 08757**

**Angelie N Grimm**

AGREES TO PURCHASE FROM

\_\_\_\_\_, (“Seller”), \_\_\_\_\_, (“Seller”),

\_\_\_\_\_, (“Seller”), \_\_\_\_\_, (“Seller”),

whose address is/are **1833 1st Ave, Toms River, NJ 08757**

THROUGH THE BROKER(S) NAMED IN THIS CONTRACT AT THE PRICE AND TERMS STATED BELOW, THE FOLLOWING PROPERTY:

Property Address: 1833 1st Ave, Toms River, NJ 08757-3520

shown on the municipal tax map of **Toms River** County **Ocean**

as Block **I.23** Lot **30** (the "Property"). Qualifier \_\_\_\_\_ (if the Property is a condominium)

**THE WORDS "BUYER" AND "SELLER" INCLUDE ALL BUYERS AND SELLERS LISTED ABOVE.**

**2. PURCHASE PRICE:**

TOTAL PURCHASE PRICE .....	\$650,000.00
INITIAL DEPOSIT .....	\$ 1,000.00
ADDITIONAL DEPOSIT .....	\$ 9,000.00
MORTGAGE .....	\$600,000
BALANCE OF PURCHASE PRICE .....	\$ 40,000

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**Buyer's  
Initials:**

**Seller's  
Initials:**



**3. MANNER OF PAYMENT:**

(A) **INITIAL DEPOSIT** to be paid by Buyer to ☐ Listing Broker ☐ Participating Broker ☒ Buyer's Attorney ☐ Title Company  
☐ Other \_\_\_\_\_, on or before upon acceptance (date) (if left blank, then within five (5) business days after the fully signed Contract has been delivered to both Buyer and the Seller).

**(B) ADDITIONAL DEPOSIT** to be paid by Buyer to the party who will be responsible for holding the escrow who is identified below on or before 10 days after review (date) (if left blank, then within ten (10) calendar days after the fully signed Contract has been delivered to both the Buyer and the Seller).

**(C) ESCROW:** All initial and additional deposit monies paid by Buyer shall be held in escrow in the **NON-INTEREST BEARING TRUST ACCOUNT** of Buyers Attorney, ("Escrowee"), until the Closing, at which time all monies shall be paid over to Seller. The deposit monies shall not be paid over to Seller prior to the Closing, unless otherwise agreed in writing by both Buyer and Seller. If Buyer and Seller cannot agree on the disbursement of these escrow monies, the Escrowee may place the deposit monies in Court requesting the Court to resolve the dispute.

**(D) IF PERFORMANCE BY BUYER IS CONTINGENT UPON OBTAINING A MORTGAGE:**

If payment of the purchase price requires a mortgage loan other than by Seller or other than assumption of Seller's mortgage, Buyer shall apply for the loan through any lending institution of Buyer's choice in writing on lender's standard form within ten (10) calendar days after the attorney-review period is completed or, if this Contract is timely disapproved by an attorney as provided in the Attorney-Review Clause Section of this Contract, then within ten (10) calendar days after the parties agree to the terms of this Contract, and use best efforts to obtain it. Buyer shall supply all necessary information and fees required by the proposed lender and shall authorize the lender to communicate with the real estate brokers(s) and involved attorney(s). Buyer shall obtain a written commitment from the lending institution to make a loan on the property under the following terms:

Principal Amount \$ 600,000 Type of Mortgage: ☐ VA ☐ FHA ☐ Section 203(k) ☒ Conventional ☐ Other \_\_\_\_\_  
Term of Mortgage: 30 years, with monthly payments based on a 30 year payment schedule.

The written mortgage commitment must be delivered to Seller's agent, who is the Listing Broker identified in Section 30, and Seller's attorney, if applicable, no later than March 1, 2022 (date)(if left blank, then within thirty (30) calendar days after the attorney-review period is completed, or if this Contract is timely disapproved by an attorney as provided in the Attorney-Review Clause Section of this Contract, then within thirty (30) calendar days after the parties agree to the terms of this Contract). Thereafter, if Buyer has not obtained the commitment, then either Buyer or Seller may void this Contract by written notice to the other party and Broker(s) within ten (10) calendar days of the commitment date or any extension of the commitment date, whichever is later. If this Contract is voided, the deposit monies paid by Buyer shall be returned to Buyer notwithstanding any other provision in this Contract, provided, however, if Seller alleges in writing to Escrowee within said ten (10) calendar days of the commitment date or any extension of the commitment date, whichever is later, that the failure to obtain the mortgage commitment is the result of Buyer's bad faith, negligence, intentional conduct or failure to diligently pursue the mortgage application, then Escrowee shall not return the deposit monies to Buyer without the written authorization of Seller. If Buyer has applied for Section 203(k) financing this Contract is contingent upon mortgage approval and the Buyer's acceptance of additional required repairs as determined by the lender.

**(E) BALANCE OF PURCHASE PRICE:** The balance of the purchase price shall be paid by Buyer in cash, or by certified, cashier's check or trust account check.

Payment of the balance of the purchase price by Buyer shall be made at the closing, which will take place on March 21, 2022  
 \_\_\_\_\_ (date) at the office of Buyer's closing agent or such other place as Seller  
 and Buyer may agree ("the Closing").

#### 4. SUFFICIENT ASSETS:

Buyer represents that Buyer has or will have as of the Closing, all necessary cash assets, together with the mortgage loan proceeds, to complete the Closing. Should Buyer not have sufficient cash assets at the Closing, Buyer will be in breach of this Contract and Seller shall be entitled to any remedies as provided by law.

### 5. ACCURATE DISCLOSURE OF SELLING PRICE:

Buyer and Seller certify that this Contract accurately reflects the gross sale price as indicated in Section 2 of this Contract. Buyer and Seller understand and agree that this information shall be disclosed to the Internal Revenue Service and other governmental agencies as required by law.

**6. ITEMS INCLUDED IN SALE:**

The Property includes all fixtures permanently attached to the building(s), and all shrubbery, plantings and fencing, gas and electric fixtures, cooking ranges and ovens, hot water heaters, flooring, screens, storm sashes, shades, blinds, awnings, radiator covers, heating apparatus and sump pumps, if any, except where owned by tenants, are included in this sale. All of the appliances shall be in working

order as of the Closing. Seller does not guarantee the condition of the appliances after the Deed and affidavit of title have been delivered to Buyer at the Closing. The following items are also specifically included (If reference is made to the MLS Sheet and/or any other document, then the document(s) referenced should be attached.):

**Ceiling Fan(s): Dishwasher: Garage Door Opener: Generator: Light Fixtures**

**7. ITEMS EXCLUDED FROM SALE:** (If reference is made to the MLS Sheet and/or any other document, then the document(s) referenced should be attached.):

**washer/dryer/refrig/freezer in garage/pool table**

**8. DATES AND TIMES FOR PERFORMANCE:**

Seller and Buyer agree that all dates and times included in this Contract are of the essence. This means that Seller and Buyer must satisfy the terms of this Contract within the time limits that are set in this Contract or will be in default, except as otherwise provided in this Contract or required by applicable law, including but not limited to if the Closing has to be delayed either because a lender does not timely provide documents through no fault of Buyer or Seller or for three (3) business days because of the change of terms as required by the Consumer Financial Protection Bureau.

If Seller requests that any addendum or other document be signed in connection with this Contract, "final execution date," "acknowledgement date," or similar language contained in such document that sets the time period for completion of any condition or contingencies, including but not limited to inspections and financing, shall mean that the time will begin to run after the attorney-review period is completed or, if this Contract is timely disapproved by an attorney as provided in the Attorney-Review Clause Section of this Contract, then from the date the parties agree to the terms of this Contract.

**9. CERTIFICATE OF OCCUPANCY AND ZONING COMPLIANCE:**

Seller makes no representations concerning existing zoning ordinances, except that Seller's use of the Property is not presently in violation of any zoning ordinances.

Some municipalities may require a Certificate of Occupancy or Housing Code Letter to be issued. If any is required for this Property, Seller shall obtain it at Seller's expense and provide to Buyer prior to Closing and shall be responsible to make and pay for any repairs required in order to obtain the Certificate or Letter. However, if this expense exceeds \$ \_\_\_\_\_ (if left blank, then 1.5% of the purchase price) to Seller, then Seller may terminate this Contract and refund to Buyer all deposit monies plus Buyer's reasonable expenses, if any, in connection with this transaction unless Buyer elects to make repairs in excess of said amount at Buyer's expense, in which event Seller shall not have the right to terminate this Contract. In addition, Seller shall comply with all New Jersey laws, and local ordinances, including but not limited to smoke detectors, carbon monoxide detectors, fire extinguishers and indoor sprinklers, the cost of which shall be paid by Seller and not be considered as a repair cost.

**10. MUNICIPAL ASSESSMENTS:** (Seller represents that Seller ☐ has ☐ has not been notified of any such municipal assessments as explained in this Section.)

Title shall be free and clear of all assessments for municipal improvements, including but not limited to municipal liens, as well as assessments and liabilities for future assessments for improvements constructed and completed. All confirmed assessments and all unconfirmed assessments that have been or may be imposed by the municipality for improvements that have been completed as of the Closing are to be paid in full by Seller or credited to Buyer at the Closing. A confirmed assessment is a lien against the Property. An unconfirmed assessment is a potential lien that, when approved by the appropriate governmental entity, will become a legal claim against the Property.

**11. QUALITY AND INSURABILITY OF TITLE:**

At the Closing, Seller shall deliver a duly executed Bargain and Sale Deed with Covenant as to Grantor's Acts or other Deed satisfactory to Buyer. Title to the Property will be free from all claims or rights of others, except as described in this Section and Section 12, of this Contract. The Deed shall contain the full legal description of the Property.

This sale will be subject to utility and other easements and restrictions of record, if any, and such state of facts as an accurate survey might disclose, provided such easement or restriction does not unreasonably limit the use of the Property. Generally, an easement is a right of a person other than the owner of property to use a portion of the property for a special purpose. A restriction is a recorded limitation on the manner in which a property owner may use the property. Buyer does not have to complete the purchase, however, if any easement, restriction or facts disclosed by an accurate survey would substantially interfere with the use of the Property for residential purposes. A violation of any restriction shall not be a reason for Buyer refusing to complete the Closing as long as the title company insures Buyer against loss at regular rates. The sale also will be made subject to applicable zoning ordinances, provided that the ordinances do not render title unmarketable.

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**Buyer's  
Initials:**

[Ag]

**Seller's  
Initials:**

$$[ag]$$



Title to the Property shall be good, marketable and insurable, at regular rates, by any title insurance company licensed to do business in New Jersey, subject only to the claims and rights described in this section and Section 12. Buyer agrees to order a title insurance commitment (title search) and survey, if required by Buyer's lender, title company or the municipality where the Property is located, and to furnish copies to Seller. If Seller's title contains any exceptions other than as set forth in this section, Buyer shall notify Seller and Seller shall have thirty (30) calendar days within which to eliminate those exceptions. Seller represents, to the best of Seller's knowledge, that there are no restrictions in any conveyance or plans of record that will prohibit use and/or occupancy of the Property as a single family residential dwelling. Seller represents that all buildings and other improvements on the Property are within its boundary lines and that no improvements on adjoining properties extend across boundary lines of the Property.

If Seller is unable to transfer the quality of title required and Buyer and Seller are unable to agree upon a reduction of the purchase price, Buyer shall have the option to either void this Contract, in which case the monies paid by Buyer toward the purchase price shall be returned to Buyer, together with the actual costs of the title search and the survey and the mortgage application fees in preparing for the Closing without further liability to Seller, or to proceed with the Closing without any reduction of the purchase price.

## 12. POSSESSION, OCCUPANCY AND TENANCIES:

**(A) Possession and Occupancy.**

Possession and occupancy will be given to Buyer at the Closing. Buyer shall be entitled to possession of the Property, and any rents or profits from the Property, immediately upon the delivery of the Deed and the Closing. Seller shall pay off any person with a claim or right affecting the Property from the proceeds of this sale at or before the Closing.

**(B) Tenancies.** ☐ Applicable ☒ Not Applicable

Occupancy will be subject to the tenancies listed below as of Closing. Seller represents that the tenancies are not in violation of any existing Municipal, County, State or Federal rules, regulations or laws. Seller agrees to transfer all security deposits to Buyer at the Closing and to provide to Brokers and Buyer a copy of all leases concerning the tenancies, if any, along with this Contract when it is signed by Seller. Seller represents that such leases can be assigned and that Seller will assign said leases, and Buyer agrees to accept title subject to these leases.

TENANT'S NAME	LOCATION	RENT	SECURITY DEPOSIT	TERM
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13. LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARD: (This section is applicable only to all dwellings built prior to 1978.) ☐ Applicable ☒ Not Applicable

(A) Document Acknowledgement.

Buyer acknowledges receipt of the EPA pamphlet entitled "Protect Your Family From Lead In Your Home." Moreover, a copy of a document entitled "Disclosure of Information and Acknowledgement Lead-Based Paint and Lead-Based Paint Hazards" has been fully completed and signed by Buyer, Seller and Broker(s) and is appended to" and made a part of this Contract.

**(B) Lead Warning Statement.**

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

**(C) Inspection.**

The law requires that, unless Buyer and Seller agree to a longer or shorter period, Seller must allow Buyer a ten (10) day period within which to complete an inspection and/or risk assessment of the Property as set forth in the next paragraph. Buyer, however, has the right to waive this requirement in its entirety.

This Contract is contingent upon an inspection and/or risk assessment (the "Inspection") of the Property by a certified inspector/risk assessor for the presence of lead-based paint and/or lead-based paint hazards. The Inspection shall be ordered and obtained by Buyer at Buyer's expense within ten (10) calendar days after the attorney-review period is completed or, if this Contract is timely disapproved by an attorney as provided in the Attorney-Review Clause Section of this Contract, then within ten (10) days after the parties agree to the terms in this Contract ("Completion Date"). If the Inspection indicates that no lead-based paint or lead-based paint hazard is present at the Property, this contingency clause shall be deemed null and void. If the Inspection indicates that lead-based paint or lead-based paint hazard is present at the Property, this contingency clause will terminate at the time set forth above unless, within five (5) business days from the Completion Date, Buyer delivers a copy of the inspection and/or risk assessment report to Seller and Brokers and (1) advises Seller and Brokers, in writing that Buyer is voiding this Contract; or (2) delivers to Seller and Brokers a written amendment (the "Amendment")

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**Buyer's  
Initials:**

**Seller's  
Initials:**

to this Contract listing the specific existing deficiencies and corrections required by Buyer. The Amendment shall provide that Seller agrees to (a) correct the deficiencies; and (b) furnish Buyer with a certification from a certified inspector/risk assessor that the deficiencies have been corrected, before the Closing. Seller shall have \_\_\_\_\_ (if left blank, then 3) business days after receipt of the Amendment to sign and return it to Buyer or send a written counter-proposal to Buyer. If Seller does not sign and return the Amendment or fails to offer a counter-proposal, this Contract shall be null and void. If Seller offers a counter-proposal, Buyer shall have \_\_\_\_\_ (if left blank, then 3) business days after receipt of the counter-proposal to accept it. If Buyer fails to accept the counter-proposal within the time limit provided, this Contract shall be null and void.

**14. POINT-OF-ENTRY TREATMENT ("POET") SYSTEMS:** ☐ Applicable ☐ Not Applicable

A point-of-entry treatment ("POET") system is a type of water treatment system used to remove contaminants from the water entering a structure from a potable well, usually through a filtration process. Seller represents that a POET system has been installed to an existing well on the Property and the POET system was installed and/or maintained using funds received from the New Jersey Spill Compensation Fund Claims Program, N.J.S.A. 58:10-23.11, et seq. The Buyer understands that Buyer will not be eligible to receive any such funds for the continued maintenance of the POET system. Pursuant to N.J.A.C. 7:1J-2.5(c), Seller agrees to notify the Department of Environmental Protection within thirty (30) calendar days of executing this Contract that the Property is to be sold.

**15. CESSPOOL REQUIREMENTS:**    ☐ Applicable    ☐ Not Applicable

(This section is applicable if the Property has a cesspool, except in certain limited circumstances set forth in N.J.A.C. 7:9A-3.16.) Pursuant to New Jersey's Standards for Individual Subsurface Sewage Disposal Systems, N.J.A.C. 7:9A (the "Standards"), if this Contract is for the sale of real property at which any cesspool, privy, outhouse, latrine or pit toilet (collectively "Cesspool") is located, the Cesspool must be abandoned and replaced with an individual subsurface sewage disposal system at or before the time of the real property transfer, except in limited circumstances.

(A) Seller represents to Buyer that ☐ no Cesspool is located at or on the Property, or ☐ one or more Cesspools are located at or on the Property. [If there are one or more Cesspools, then also check EITHER Box 1 or 2 below.]

1. ☐ Seller agrees that, prior to the Closing and at its sole cost and expense, Seller shall abandon and replace any and all Cesspools located at or on the Property and replace such Cesspools with an individual subsurface sewage disposal system ("System") meeting all the requirements of the Standards. At or prior to the Closing, Seller shall deliver to Buyer a certificate of compliance ("Certificate of Compliance") issued by the administrative authority ("Administrative Authority") (as those terms are defined in N.J.A.C. 7:9A-2.1) with respect to the System. Notwithstanding the foregoing, if the Administrative Authority determines that a fully compliant system cannot be installed at the Property, then Seller shall notify Buyer in writing within three (3) business days of its receipt of the Administrative Authority's determination of its intent to install either a nonconforming System or a permanent holding tank, as determined by the Administrative Authority ("Alternate System"), and Buyer shall then have the right to void this Contract by notifying Seller in writing within seven (7) business days of receipt of the notice from Seller. If Buyer fails to timely void this Contract, Buyer shall have waived its right to cancel this Contract under this paragraph, and Seller shall install the Alternate System and, at or prior to the Closing, deliver to Buyer such Certificate of Compliance or other evidence of approval of the Alternate System as may be issued by the Administrative Authority. The delivery of said Certificate of Compliance or other evidence of approval shall be a condition precedent to the Closing; or

2. ☐ Buyer agrees that, at its sole cost and expense, Buyer shall take all actions necessary to abandon and replace any and all Cesspools located at or on the Property and replace such Cesspools with a System meeting all the requirements of the Standards or an Alternate System. Buyer shall indemnify and hold Seller harmless for any and all costs, damages, claims, fines, penalties and assessments (including but not limited to reasonable attorneys' and experts' fees) arising from Buyer's violation of this paragraph. This paragraph shall survive the Closing.

**(B)** If prior to the Closing, either Buyer or Seller becomes aware of any Cesspool at or on the Property that was not disclosed by Seller at or prior to execution of this Contract, the party with knowledge of the newly identified Cesspool shall promptly, but in no event later than three (3) business days after receipt of such knowledge, advise the other party of the newly identified Cesspool in writing. In such event, the parties in good faith shall agree, no later than seven (7) business days after sending or receiving the written notice of the newly identified Cesspool, or the day preceding the scheduled Closing, whichever is sooner, to proceed pursuant to subsection (A) 1 or 2 above or such other agreement as satisfies the Standards, or either party may terminate this Contract.

**16. INSPECTION CONTINGENCY CLAUSE:**

### (A) Responsibilities of Home Ownership.

Buyer and Seller acknowledge and agree that, because the purchase of a home is one of the most significant investments a person can make in a lifetime, all aspects of this transaction require considerable analysis and investigation by Buyer before closing title to the Property. While Brokers and salespersons who are involved in this transaction are trained as licensees under the New Jersey Licensing Act they readily acknowledge that they have had no special training or experience with respect to the complexities pertaining to the multitude of structural, topographical and environmental components of this Property. For example, and not by way of limitation, Brokers and salespersons have no special training, knowledge or experience with regard to discovering and/or evaluating physical defects, including



**(B) Radon Testing, Reports and Mitigation.**

**(C) Infestation and/or Damage By Wood Boring Insects.**

**(D) Buyer's Right to Inspections.**

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 $[ag]$ 
$$[a\zeta]$$

If any physical defects or environmental conditions (other than radon or woodboring insects) are reported by the qualified inspectors to Seller within the Inspection Time Period, Seller shall then have seven (7) business days after the receipt of such reports to notify Buyer in writing that Seller shall correct or cure any of the defects set forth in such reports. If Seller fails to notify Buyer of Seller's agreement to so cure and correct, such failure to so notify shall be deemed to be a refusal by Seller to cure or correct such defects. If Seller fails to agree to cure or correct such defects within the seven (7) business day period, or if the environmental condition at the Property (other than radon) is incurable and is of such significance as to unreasonably endanger the health of Buyer, Buyer shall then have the right to void this Contract by notifying Seller in writing within seven (7) business days thereafter. If Buyer fails to void this Contract within the seven (7) business day period, Buyer shall have waived Buyer's right to cancel this Contract and this Contract shall remain in full force, and Seller shall be under no obligation to correct or cure any of the defects set forth in the inspections. If Seller agrees to correct or cure such defects, all such repair work shall be completed by Seller prior to the closing of title. Radon at the Property shall be governed by the provisions of Paragraph (B), above.

The federal and state governments have designated certain areas as flood areas. If the Property is located in a flood area, the use of the Property may be limited. If Buyer's inquiry reveals that the Property is in a flood area, Buyer may cancel this Contract within ten (10) calendar days after the attorney-review period is completed or, if this Contract is timely disapproved by an attorney as provided in the Attorney-Review Clause Section of this Contract, then within ten (10) calendar days after the parties agree to the terms of this Contract. If the mortgage lender requires flood insurance, then Buyer shall be responsible for obtaining such insurance on the Property. For a flood policy to be in effect immediately, there must be a loan closing. There is a (30) calendar day wait for flood policies to be in effect for cash transactions. Therefore, cash buyers are advised to make application and make advance payment for a flood policy at least thirty (30) calendar days in advance of closing if they want coverage to be in effect upon transfer of title.

Where the term “qualified inspectors” is used in this Contract, it is intended to refer to persons or businesses that are licensed or certified by the State of New Jersey for such purpose.

Under New Jersey law, the county prosecutor determines whether and how to provide notice of the presence of convicted sex offenders in an area. In their professional capacity, real estate licensees are not entitled to notification by the county prosecutor under Megan's Law and are unable to obtain such information for you. Upon closing, the county prosecutor may be contacted for such further information as may be disclosable to you.

Buyer is notified that New Jersey law establishes an Internet Registry of Sex Offenders that may be accessed at [www.njsp.org](http://www.njsp.org). Neither Seller or any real estate broker or salesperson make any representation as to the accuracy of the registry.

Pursuant to the New Residential Construction Off-Site Conditions Disclosure Act, N.J.S.A. 46:3C-1, et. seq, the clerks of municipalities in New Jersey maintains lists of off-site conditions which may affect the value of residential properties in the vicinity of the off-site condition. Buyers may examine the lists and are encouraged to independently investigate the area surrounding this property in order to become familiar with any off-site conditions which may affect the value of the property. In cases where a property is located near the border of a municipality, buyers may wish to also examine the list maintained by the neighboring municipality.

Any person who sells or transfers a property that is in an airport safety zone as set forth in the New Jersey Air Safety and Zoning Act of 1983, N.J.S.A. 6:1-80, et seq., and appearing on a municipal map used for tax purposes as well as Seller's agent, shall provide notice to a prospective buyer that the property is located in an airport safety zone prior to the signing of the contract of sale. The Air Safety and Zoning Act also requires that each municipality in an airport safety zone enact an ordinance or ordinances incorporating the standards promulgated under the Act and providing for their enforcement within the delineated areas in the municipality. Buyer acknowledges



receipt of the following list of airports and the municipalities that may be affected by them and that Buyer has the responsibility to contact the municipal clerk of any affected municipality concerning any ordinance that may affect the Property.

<b>Municipality</b>	<b>Airport(s)</b>	<b>Municipality</b>	<b>Airport(s)</b>
Alexandria Tp.	Alexandria & Sky Manor	Manalapan Tp. (Monmouth Cty.)	Old Bridge
Andover Tp.	Aeroflex-Andover & Newton	Mansfield Tp.	Hackettstown
Bedminster Tp.	Somerset	Manville Bor.	Central Jersey Regional
Berkeley Tp.	Ocean County	Medford Tp.	Flying W
Berlin Bor.	Camden County	Middle Tp.	Cape May County
Blairstown Tp.	Blairstown	Millville	Millville Municipal
Branchburg Tp.	Somerset	Monroe Tp. (Gloucester Cty.)	Cross Keys & Southern Cross
Buena Bor. (Atlantic Cty.)	Vineland-Downtown	Monroe Tp. (Middlesex Cty.)	Old Bridge
Dennis Tp.	Woodbine Municipal	Montgomery Tp.	Princeton
Eagleswood Tp.	Eagles Nest	Ocean City	Ocean City
Ewing Tp.	Trenton-Mercer County	Old Bridge Tp.	Old Bridge
E. Hanover Tp.	Morristown Municipal	Oldmans Tp.	Oldmans
Florham Park Bor.	Morristown Municipal	Pemberton Tp.	Pemberton
Franklin Tp. (Gloucester Cty.)	Southern Cross & Vineland Downtown	Pequannock Tp.	Lincoln Park
Franklin Tp. (Hunterdon Cty.)	Sky Manor	Readington Tp.	Solberg-Hunterdon
Franklin Tp. (Somerset Cty.)	Central Jersey Regional	Rocky Hill Boro.	Princeton
Hammonton Bor.	Hammonton Municipal	Southampton Tp.	Red Lion
Hanover Tp.	Morristown Municipal	Springfield Tp.	Red Wing
Hillsborough Tp.	Central Jersey Regional	Upper Deerfield Tp.	Bucks
Hopewell Tp. (Mercer Cty.)	Trenton-Mercer County	Vineland City	Kroelinger & Vineland Downtown
Howell Tp.	Monmouth Executive	Wall Tp.	Monmouth Executive
Lacey Tp.	Ocean County	Wantage Tp.	Sussex
Lakewood Tp.	Lakewood	Robbinsville	Trenton-Robbinsville
Lincoln Park Bor.	Lincoln Park	West Milford Tp.	Greenwood Lake
Lower Tp.	Cape May County	Winslow Tp.	Camden County
Lumberton Tp.	Flying W & South Jersey Regional	Woodbine Bor.	Woodbine Municipal

The following airports are not subject to the Airport Safety and Zoning Act because they are subject to federal regulation or within the jurisdiction of the Port of Authority of New York and New Jersey and therefore are not regulated by New Jersey: Essex County Airport, Linden Airport, Newark Liberty Airport, Teterboro Airport, Little Ferry Seaplane Base, Atlantic City International Airport, and Maguire Airforce Base and NAEC Lakehurst.

## 21. BULK SALES:

The New Jersey Bulk Sales Law, N.J.S.A. 54:50-38, (the "Law") applies to the sale of certain residential property. Under the Law, Buyer may be liable for taxes owed by Seller if the Law applies and Buyer does not deliver to the Director of the New Jersey Division of Taxation (the "Division") a copy of this Contract and a notice on a form required by the Division (the "Tax Form") at least ten (10) business days prior to the Closing. If Buyer decides to deliver the Tax Form to the Division, Seller shall cooperate with Buyer by promptly providing Buyer with any information that Buyer needs to complete and deliver the Tax Form in a timely manner. Buyer promptly shall deliver to Seller a copy of any notice that Buyer receives from the Division in response to the Tax Form.

The Law does not apply to the sale of a simple dwelling house, or the sale or lease of a seasonal rental property, if Seller is an individual, estate or trust, or any combination thereof, owning the simple dwelling house or seasonal rental property as joint tenants, tenants in common or tenancy by the entirety. A simple dwelling house is a one or two family residential building, or a cooperative or condominium unit used as a residential dwelling, none of which has any commercial property. A seasonal rental property is a time share, or a dwelling unit that is rented for residential purposes for a term of not more than 125 consecutive days, by an owner that has a permanent residence elsewhere.

If, prior to the Closing, the Division notifies Buyer to withhold an amount (the "Tax Amount") from the purchase price proceeds for possible unpaid tax liabilities of Seller, Buyer's attorney or Buyer's title insurance company (the "Escrow Agent") shall withhold the Tax Amount from the closing proceeds and place that amount in escrow (the "Tax Escrow"). If the Tax Amount exceeds the amount of available closing proceeds, Seller shall bring the deficiency to the Closing and the deficiency shall be added to the Tax Escrow. If the Division directs the Escrow Agent or Buyer to remit funds from the Tax Escrow to the Division or some other entity, the Escrow Agent or Buyer shall do so. The Escrow Agent or Buyer shall only release the Tax Escrow, or the remaining balance thereof, to Seller (or as otherwise directed by the Division) upon receipt of written notice from the Division that it can be released, and that no liability will be asserted under the Law against Buyer.

**22. NOTICE TO BUYER CONCERNING INSURANCE:**

Buyer should obtain appropriate casualty and liability insurance for the Property. Buyer's mortgage lender will require that such insurance be in place at Closing. Occasionally, there are issues and delays in obtaining insurance. Be advised that a "binder" is only a temporary commitment to provide insurance coverage and is not an insurance policy. Buyer is therefore urged to contact a licensed insurance agent or broker to assist Buyer in satisfying Buyer's insurance requirements.

**23. MAINTENANCE AND CONDITION OF PROPERTY:**

Seller agrees to maintain the grounds, buildings and improvements, in good condition, subject to ordinary wear and tear. The premises shall be in "broom clean" condition and free of debris as of the Closing. Seller represents that all electrical, plumbing, heating and air conditioning systems (if applicable), together with all fixtures included within the terms of the Contract now work and shall be in proper working order at the Closing. Seller further states, that to the best of Seller's knowledge, there are currently no leaks or seepage in the roof, walls or basement. Seller does not guarantee the continuing condition of the premises as set forth in this Section after the Closing.

**24. RISK OF LOSS:**

The risk of loss or damage to the Property by fire or otherwise, except ordinary wear and tear, is the responsibility of Seller until the Closing.

**25. INITIAL AND FINAL WALK-THROUGHS:**

In addition to the inspections set forth elsewhere in this Contract, Seller agrees to permit Buyer or Buyer's duly authorized representative to conduct an initial and a final walk-through inspection of the interior and exterior of the Property at any reasonable time before the Closing. Seller shall have all utilities in service for the inspections.

**26. ADJUSTMENTS AT CLOSING:**

Seller shall pay for the preparation of the Deed, realty transfer fee, lien discharge fees, if any, and one-half of the title company charges for disbursements and attendance allowed by the Commissioner of Insurance; but all searches, title insurance premium and other conveyancing expenses are to be paid for by Buyer.

Seller and Buyer shall make prorated adjustments at Closing for items which have been paid by Seller or are due from Seller, such as real estate taxes, water and sewer charges that could be claims against the Property, rental and security deposits, association and condominium dues, and fuel in Seller's tank. Adjustments of fuel shall be based upon physical inventory and pricing by Seller's supplier. Such determination shall be conclusive.

If Buyer is assuming Seller's mortgage loan, Buyer shall credit Seller for all monies, such as real estate taxes and insurance premiums paid in advance or on deposit with Seller's mortgage lender. Buyer shall receive a credit for monies, which Seller owes to Seller's Mortgage lender, such as current interest or a deficit in the mortgage escrow account.

If the Property is used or enjoyed by not more than four families and the purchase price exceeds \$1,000,000, then pursuant to N.J.S.A. 46:15-7.2, Buyer will be solely responsible for payment of the fee due for the transfer of the Property, which is the so-called "Mansion Tax, in the amount of one (1%) percent of the purchase price.

Unless an exemption applies, non-resident individuals, estates, or trusts that sell or transfer real property in New Jersey are required to make an estimated gross income tax payment to the State of New Jersey on the gain from a transfer/sale of real property (the so-called "Exit Tax,") as a condition of the recording of the deed.

If Seller is a foreign person (an individual, corporation or entity that is a non-US resident) under the Foreign Investment in Real Property Tax Act of 1980, as amended ("FIRPTA"), then with a few exceptions, a portion of the proceeds of sale may need to be withheld from Seller and paid to the Internal Revenue Service as an advance payment against Seller's tax liability.

Seller agrees that, if applicable, Seller will (a) be solely responsible for payment of any state or federal income tax withholding amount(s) required by law to be paid by Seller (which Buyer may deduct from the purchase price and pay at the Closing); and (b) execute and deliver to Buyer at the Closing any and all forms, affidavits or certifications required under state and federal law to be filed in connection with the amount(s) withheld.

There shall be no adjustment on any Homestead Rebate due or to become due.

**27. FAILURE OF BUYER OR SELLER TO CLOSE:**

If Seller fails to close title to the Property in accordance with this Contract, Buyer then may commence any legal or equitable action to which Buyer may be entitled. If Buyer fails to close title in accordance with this Contract, Seller then may commence an action for damages it has suffered, and, in such case, the deposit monies paid on account of the purchase price shall be applied against such damages. If Buyer or Seller breach this Contract, the breaching party will nevertheless be liable to Brokers for the commissions in the

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amount set forth in this Contract, as well as reasonable attorneys' fees, costs and such other damages as are determined by the Court.

## 28. CONSUMER INFORMATION STATEMENT ACKNOWLEDGMENT:

By signing below, Seller and Buyer acknowledge they received the Consumer Information Statement on New Jersey Real Estate Relationships from the Brokers prior to the first showing of the Property.

## 29. DECLARATION OF BROKER(S)'S BUSINESS RELATIONSHIP(S):

(A) Exit Realty Smart Move, (name of firm) and its authorized representative (s) Jean Calvetto

(name(s) of licensee(s))

ARE OPERATING IN THIS TRANSACTION AS A (indicate one of the following)

☐ SELLER'S AGENT ☐ BUYER'S AGENT ☒ DISCLOSED DUAL AGENT ☐ TRANSACTION BROKER

(B) (If more than one firm is participating, provide the following.) INFORMATION SUPPLIED BY

(name of other firm) HAS INDICATED THAT IT IS

OPERATING IN THIS TRANSACTION AS A (indicate one of the following)

☐ SELLER'S AGENT ☐ BUYER'S AGENT ☐ TRANSACTION BROKER.

## 30. BROKERS' INFORMATION AND COMMISSION:

The commission, in accord with the previously executed listing agreement, shall be due and payable at the Closing and payment by Buyer of the purchase consideration for the Property. Seller hereby authorizes and instructs whomever is the disbursing agent to pay the full commission as set forth below to the below-mentioned Brokerage Firm(s) out of the proceeds of sale prior to the payment of any such funds to Seller. Buyer consents to the disbursing agent making said disbursements. The commission shall be paid upon the purchase price set forth in Section 2 and shall include any amounts allocated to, among other things, furniture and fixtures.

Exit Realty Smart Move

1860532

Listing Firm

REC License ID

Jean Calvetto

9807296

Listing Agent

REC License ID

795 N Main St, Manahawkin, NJ 08050

Address

(609)597-2100

(609)597-2102

(732)616-4101

Office Telephone

Fax

(Per Listing Agreement)

Agent Cell Phone

realtorjeancalvetto@gmail.com

E-mail

Commission due Listing Firm

Exit Realty Smart Move

Participating Firm

REC License ID

Jean Calvetto

Participating Agent

REC License ID

795 N Main St, Manahawkin, NJ 08050

Address

(609)597-2100

(609)597-2102

(732)616-4101

Office Telephone

Fax

Agent Cell Phone

realtorjeancalvetto@gmail.com

2%

E-mail

Commission due Participating Firm

## 31. EQUITABLE LIEN:

Under New Jersey law, brokers who bring the parties together in a real estate transaction are entitled to an equitable lien in the amount of their commission. This lien attaches to the property being sold from when the contract of sale is signed until the closing and then to the funds due to seller at closing, and is not contingent upon the notice provided in this Section. As a result of this lien, the party who disburses the funds at the Closing in this transaction should not release any portion of the commission to any party other than Broker(s) and, if there is a dispute with regard to the commission to be paid, should hold the disputed amount in escrow until the dispute with Broker(s) is resolved and written authorization to release the funds is provided by Broker(s).

A real estate licensee in New Jersey who has an interest as a buyer or seller of real property is required to disclose in the sales contract that the person is a licensee. \_\_\_\_\_ therefore discloses that he/she is licensed in New Jersey as a real estate ☐ broker ☐ broker-salesperson ☐ salesperson ☐ referral agent.

Buyer and Seller agree that Broker(s) involved in this transaction will be provided with the Closing Disclosure documents and any amendments to those documents in the same time and manner as the Consumer Financial Protection Bureau requires that those documents be provided to Buyer and Seller. In addition, Buyer and Seller agree that, if one or both of them hire an attorney who disapproves this Contract as provided in the Attorney-Review Clause Section, then the attorney(s) will notify the Broker(s) in writing when either this Contract is finalized or the parties decide not to proceed with the transaction.

Seller and Buyer may request the names of attorneys, inspectors, engineers, tradespeople or other professionals from their Brokers involved in the transaction. Any names provided by Broker(s) shall not be deemed to be a recommendation or testimony of competency of the person or persons referred. Seller and Buyer shall assume full responsibility for their selection(s) and hold Brokers and/or salespersons harmless for any claim or actions resulting from the work or duties performed by these professionals.

Buyer or Seller may choose to have an attorney study this Contract. If an attorney is consulted, the attorney must complete his or her review of the Contract within a three-day period. This Contract will be legally binding at the end of this three-day period unless an attorney for Buyer or Seller reviews and disapproves of the Contract.

You count the three days from the date of delivery of the signed Contract to Buyer and Seller. You do not count Saturdays, Sundays or legal holidays. Buyer and Seller may agree in writing to extend the three-day period for attorney review.

If an attorney for the Buyer or Seller reviews and disapproves of this Contract, the attorney must notify the Broker(s) and the other party named in this Contract within the three-day period. Otherwise this Contract will be legally binding as written. The attorney must send the notice of disapproval to the Broker(s) by fax, email, personal delivery, or overnight mail with proof of delivery. Notice by overnight mail will be effective upon mailing. The personal delivery will be effective upon delivery to the Broker's office. The attorney may also, but need not, inform the Broker(s) of any suggested revision(s) in the Contract that would make it satisfactory.

All notices shall be by certified mail, fax, email, recognized overnight courier or electronic document (except for notices under the Attorney-Review Clause Section) or by delivering it personally. The certified letter, e-mail, reputable overnight carrier, fax or electronic document will be effective upon sending. Notices to Seller and Buyer shall be addressed to the addresses in Section 1, unless otherwise specified in writing by the respective party.

This Contract shall not be assigned without the written consent of Seller. This means that Buyer may not transfer to anyone else Buyer's rights under this Contract to purchase the Property.

Buyer and Seller agree that the New Jersey Uniform Electronic Transaction Act, N.J.S.A. 12A:12-1 to 26, applies to this transaction, including but not limited to the parties and their representatives having the right to use electronic signatures and electronic documents that are created, generated, sent, communicated, received or stored in connection with this transaction. Since Section 11 of the Act provides that acknowledging an electronic signature is not necessary for the signature of such a person where all other information required to be included is attached to or logically associated with the signature or record, such electronic signatures, including but not limited to an electronic signature of one of the parties to this Contract, do not have to be witnessed.

If Buyer or Seller is a corporate or other entity, the person signing below on behalf of the entity represents that all required corporate resolutions have been duly approved and the person has the authority to sign on behalf of the entity.

This Contract contains the entire agreement of the parties. No representations have been made by any of the parties, the Broker(s) or its

$$[a\zeta]$$



salespersons, except as set forth in this Contract. This Contract is binding upon all parties who sign it and all who succeed to their rights and responsibilities and only may be amended by an agreement in writing signed by Buyer and Seller.

#### 41. APPLICABLE LAWS:

This Contract shall be governed by and construed in accordance with the laws of the State of New Jersey and any lawsuit relating to this Contract or the underlying transaction shall be venued in the State of New Jersey.

#### 42. ADDENDA:

The following additional terms are included in the attached addenda or riders and incorporated into this Contract (check if applicable):

- |   |  |
|---|--|
| <input type="checkbox"/> Buyer's Property Sale Contingency                        | <input type="checkbox"/> Private Well Testing                    |
| <input type="checkbox"/> Condominium/Homeowner's Associations                     | <input type="checkbox"/> Properties With Three (3) or More Units |
| <input checked="" type="checkbox"/> Coronavirus                                   | <input type="checkbox"/> Seller Concession                       |
| <input type="checkbox"/> FHA/VA Loans   | <input type="checkbox"/> Short Sale                              |
| <input type="checkbox"/> Lead Based Paint Disclosure (Pre-1978)                   | <input type="checkbox"/> Solar Panel                             |
| <input type="checkbox"/> New Construction   | <input type="checkbox"/> Swimming Pools                          |
| <input checked="" type="checkbox"/> Private Sewage Disposal (Other than Cesspool) | <input type="checkbox"/> Underground Fuel Tank(s)                |

#### 43. ADDITIONAL CONTRACTUAL PROVISIONS:

1) Contingent upon Sellers Firm relocation

WITNESS:

Authentisign

*Aaron Goldberg*

02/06/2022

2/6/2022 7:09:34 PM EST

BUYER Aaron Goldberg

Date

BUYER

Date

BUYER

Date

BUYER

Date

Authentisign

*ANGELIE GRIMM*

02/10/2022

2/10/2022 8:05:11 PM EST

SELLER

Date

SELLER

Date

SELLER

Date

SELLER

Date



# WIRE FRAUD NOTICE

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**PROTECT YOURSELF FROM BECOMING A VICTIM OF WIRE FRAUD.** Wire fraud has become very common. It typically involves a criminal hacker sending fraudulent wire transfer instructions in an email to an unsuspecting buyer/tenant or seller/landlord in a real estate transaction that appears as though it is from a trusted source, such as the victim's broker, attorney, appraiser, home inspector or title agent. The email may look exactly like other emails that the victim received in the past from such individuals, including having the same or a similar email address, accurate loan and other financial information, and the logo of one of those individuals. If the hacker is successful, the victim will follow the bogus instructions to wire money, such as deposit money or payment of an invoice, to the hacker's account. Once this money has been wired, it may not be possible to recover it.

We strongly recommend that, **before** you wire funds to any party, including your own attorney, real estate broker or title agent, you **personally call** them to confirm the account number and other wire instructions. You only should call them at a number that you have obtained on your own (e.g., from the sales contract, their website, etc.) and should **not** use any phone number that is in any email - **even if the email appears to be from someone you know**.

If you have any reason to believe that your money was sent to a hacker, you must immediately contact your bank and your local office of the Federal Bureau of Investigation, who can work with other agencies to try to recover your money, to advise them where and when the money was sent. You also should promptly file a complaint with the Internet Crime Center at [bec.ic3.gov](http://bec.ic3.gov).

Finally, since much of the information included in such fraudulent emails is obtained from email accounts that are not secure, we strongly recommend that you not provide any sensitive personal or financial information in an email or an attachment to an email. Whenever possible, such information, including Social Security numbers, bank account and credit card numbers and wiring instructions, should be sent by more secure means, such as by hand delivery, over the phone, or through secure mail or overnight services.

**By signing below, you indicate that you have read and understand the contents of this Notice:**

**Seller/Landlord:**

- Authentifizierung

ANGELIE GRIMM

2/10/2022 8:01 AM EST

Date:

02/10/2022

**Seller/Landlord:**

Date:

**Buyer/Tenant:**

- Authentizität

Aaron Goldberger

2/6/2022 7:09:36 PM EST

Date:

02/06/2022

**Aaron Goldberg**

**Buyer/Tenant:**

Date:





**NEW JERSEY REALTORS®  
ADDENDUM REGARDING CORONAVIRUS**

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**This Addendum is attached to and made a part of the New Jersey REALTORS® Standard Form of Real Estate Sales Contract, Form 118 (the "Contract"). If this Addendum conflicts with the Contract, then this Addendum shall control.**

The current world-wide Coronavirus (“COVID-19”) pandemic has had unprecedented impacts on real estate transactions, including but not limited to travel restrictions, self-imposed and governmentally required isolations, and closures of both governmental and private offices required to fund, close and record real estate transactions.

Accordingly, if the Closing is not possible or practical as a result of unforeseen circumstances related to the COVID-19, such as Buyer's or Seller's inability to travel to sign documents, closings of or delays in related government and business services, including for example delays by or closing of lenders, title/escrow, county recording offices, municipal inspections, or otherwise ("Unforeseen Circumstances"), Buyer and Seller agree as follows:

1. Buyer or Seller may postpone the Closing by up to \_\_\_\_ days (if left blank, then 30 days) to accommodate Unforeseen Circumstances, after which either Buyer or Seller may cancel the Contract and Buyer's deposit shall be returned to Buyer.
2. ☐ If checked: If Buyer is unable to close on a loan and proceed to Closing because of Buyer's loss of income from COVID-19 related issues, notwithstanding that Buyer may have removed Buyer's loan contingency, then either Buyer or Seller may cancel the Contract and Buyer's deposit shall be returned to Buyer.
3. Other:

If the Contract is cancelled as provided in this Addendum, then neither Buyer nor Seller shall have any obligations or liability under the Contract with the exception of those that expressly survive cancellation.

AuthentiSIGN  
Aaron Goldberg  
2/6/2022 7:09:19 PM EST

02/06/2022

AuthenticSign  
ANGELTE GRIMM  
2/10/2022 8:01:13 AM EST

02/10/2022

BUYER

Date \_\_\_\_\_

SELLER

Date \_\_\_\_\_

## Aaron Goldberg

BUYER

Date \_\_\_\_\_

SELLER

Date \_\_\_\_\_

BUYER

Date \_\_\_\_\_

SELLER

Date \_\_\_\_\_

BUYER

Date \_\_\_\_\_

SELLER

Date \_\_\_\_\_



## SELLER'S PROPERTY CONDITION DISCLOSURE STATEMENT

©2012, New Jersey Realtors®, Inc.

Property Address: 1833 First Avenue  
Toms River, NJ 08757

Seller: Angie Grimm

The purpose of this Disclosure Statement is to disclose, to the best of Seller's knowledge, the condition of the Property, as of the date set forth below. The Seller is aware that he or she is under an obligation to disclose any known material defects in the Property even if not addressed in this printed form. Seller alone is the source of all information contained in this form. All prospective buyers of the Property are cautioned to carefully inspect the Property and to carefully inspect the surrounding area for any off-site conditions that may adversely affect the Property. Moreover, this Disclosure Statement is not intended to be a substitute for prospective buyer's hiring of qualified experts to inspect the Property.

If your property consists of multiple units, systems and/or features, please provide complete answers on all such units, systems and/or features even if the question is phrased in the singular, such as if a duplex has multiple furnaces, water heaters and fireplaces.

## OCCUPANCY

Yes No Unknown

☒ ☐ ☐

1. Age of House, if known 15 yrs old

2. Does the Seller currently occupy this property? yes

If not, how long has it been since Seller occupied the property? \_\_\_\_\_

3. What year did the Seller buy the property? 2015

3a. Do you have in your possession the original or a copy of the deed evidencing your ownership of the property? If "yes," please attach a copy of it to this form.

## ROOF

Yes No Unknown

☐ ☒ ☐  
☐ ☒

4. Age of Roof, if known original roof - 15 yrs

5. Has roof been replaced or repaired since Seller bought the property? NO

6. Are you aware of any roof leaks? NO

7. Explain any "yes" answers that you give in this section: \_\_\_\_\_

## ATTIC, BASEMENTS AND CRAWL SPACES (Complete only if applicable)

Yes No Unknown

☐ ☒ ☐  
☐ ☒ ☐  
☐ ☒ ☐  
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☐ ☒ ☐  
☐ ☒ ☐  
☐ ☒ ☐

8. Does the property have one or more sump pumps?

8a. Are there any problems with the operation of any sump pump?

9. Are you aware of any water leakage, accumulation or dampness within the basement or crawl spaces or any other areas within any of the structures on the property?

9a. Are you aware of the presence of any mold or similar natural substance within the basement or crawl spaces or any other areas within any of the structures on the property?

10. Are you aware of any repairs or other attempts to control any water or dampness problem in the basement or crawl space? If "yes," describe the location, nature and date of the repairs:

11. Are you aware of any cracks or bulges in the basement floor or foundation walls? If "yes," specify location: \_\_\_\_\_





51 [ ] ☒   
 52 [ ] ☒   
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 110 [ ] ☒

12. Are you aware of any restrictions on how the attic may be used as a result of the manner in which the attic or roof was constructed?
13. Is the attic or house ventilated by:    a whole house fan?    an attic fan?
- 13a. Are you aware of any problems with the operation of such a fan?
14. In what manner is access to the attic space provided?  
   staircase    pull down stairs X crawl space with aid of ladder or other device  
   other
15. Explain any "yes" answers that you give in this section:

#### TERMITES/WOOD DESTROYING INSECTS, DRY ROT, PESTS

Yes No Unknown

16. Are you aware of any termites/wood destroying insects, dry rot, or pests affecting the property?
17. Are you aware of any damage to the property caused by termites/wood destroying insects, dry rot, or pests?
18. If "yes," has work been performed to repair the damage?
19. Is your property under contract by a licensed pest control company? If "yes," state the name and address of the licensed pest control company: Terminix
20. Are you aware of any termite/pest control inspections or treatments performed on the property in the past?
21. Explain any "yes" answers that you give in this section:

#### STRUCTURAL ITEMS

Yes No Unknown

22. Are you aware of any movement, shifting, or other problems with walls, floors, or foundations, including any restrictions on how any space, other than the attic or roof, may be used as a result of the manner in which it was constructed?
23. Are you aware if the property or any of the structures on it have ever been damaged by fire, smoke, wind or flood?
24. Are you aware of any fire retardant plywood used in the construction?
25. Are you aware of any current or past problems with driveways, walkways, patios, sinkholes, or retaining walls on the property?
26. Are you aware of any present or past efforts made to repair any problems with the items in this section?
27. Explain any "yes" answers that you give in this section. Please describe the location and nature of the problem.

#### ADDITIONS/REMODELS

Yes No Unknown

28. Are you aware of any additions, structural changes or other alterations to the structures on the property made by any present or past owners?
29. Were the proper building permits and approvals obtained? Explain any "yes" answers you give in this section:  
Deck

#### PLUMBING, WATER AND SEWAGE

Yes No Unknown

30. What is the source of your drinking water?  
 Public X Community System    Well on Property    Other (explain)
31. If your drinking water source is not public, have you performed any tests on the water? If so, when?  
 Attach a copy of or describe the results.
32. Does the wastewater from any clothes washer, dishwasher, or other appliance discharge to any loca-



tion other than the sewer, septic, or other system that services the rest of the property?

33. When was well installed? \_\_\_\_\_  
Location of well? \_\_\_\_\_
34. Do you have a softener, filter, or other water purification system? Leased Owned
35. What is the type of sewage system?  
Public Sewer Private Sewer X Septic System Cesspool Other (explain): \_\_\_\_\_
36. If you answered "septic system," have you ever had the system inspected to confirm that it is a true septic system and not a cesspool? \_\_\_\_\_
37. If Septic System, when was it installed? 2007  
Location? front
38. When was the Septic System or Cesspool last cleaned and/or serviced? 2019
39. Are you aware of any abandoned Septic Systems or Cesspools on your property?
- 39a. If "yes," is the closure in accordance with the municipality's ordinance? (explain): \_\_\_\_\_
40. Are you aware of any leaks, backups, or other problems relating to any of the plumbing systems and fixtures (including pipes, sinks, tubs and showers), or of any other water or sewage related problems? If "yes," explain: \_\_\_\_\_
41. Are you aware of any shut off, disconnected, or abandoned wells, underground water or sewage tanks, or dry wells on the property?
42. Is either the private water or sewage system shared? If "yes," explain: \_\_\_\_\_
43. Water Heater: Electric Fuel Oil X Gas  
Age of Water Heater 15 yrs.
- 43a. Are you aware of any problems with the water heater?
44. Explain any "yes" answers that you give in this section: \_\_\_\_\_

#### HEATING AND AIR CONDITIONING

Yes No Unknown

45. Type of Air Conditioning:  
X Central one zone Central multiple zone Wall/Window Unit None
46. List any areas of the house that are not air conditioned: \_\_\_\_\_
47. What is the age of Air Conditioning System? 15 yrs.
48. Type of heat: Electric Fuel Oil X Natural Gas Propane Unheated Other
49. What is the type of heating system? (for example, forced air, hot water or base board, radiator, steam heat) Forced air.
50. If it is a centralized heating system, is it one zone or multiple zones? 1
51. Age of furnace 15 yrs. Date of last service: 2021
52. List any areas of the house that are not heated: \_\_\_\_\_
53. Are you aware of any tanks on the property, either above or underground, used to store fuel or other substances? \_\_\_\_\_
54. If tank is not in use, do you have a closure certificate? \_\_\_\_\_
55. Are you aware of any problems with any items in this section? If "yes," please explain: \_\_\_\_\_

#### WOODBURNING STOVE OR FIREPLACE

Yes No Unknown

56. Do you have wood burning stove X fireplace insert other
- 56a. Is it presently usable? \_\_\_\_\_
57. If you have a fireplace, when was the flue last cleaned? ? never used by us.
- 57a. Was the flue cleaned by a professional or non-professional? \_\_\_\_\_
58. Have you obtained any required permits for any such item? \_\_\_\_\_
59. Are you aware of any problems with any of these items? If "yes," please explain: \_\_\_\_\_

[ag]



**ELECTRICAL SYSTEM**

Yes No Unknown

60. What type of wiring is in this structure? Copper Aluminum Other Unknown
61. What amp service does the property have? 60 100 150 200 Other Unknown
62. Does it have 240 volt service? Which are present X Circuit Breakers, Fuses or Both?
63. Are you aware of any additions to the original service?  
If "yes," were the additions done by a licensed electrician? Name and address:
- 
64. If "yes," were proper building permits and approvals obtained?
65. Are you aware of any wall switches, light fixtures or electrical outlets in need of repair?
66. Explain any "yes" answers you give in this section:
- 

**LAND (SOILS, DRAINAGE AND BOUNDARIES)**

Yes No Unknown

67. Are you aware of any fill or expansive soil on the property?
68. Are you aware of any past or present mining operations in the area in which the property is located?
69. Is the property located in a flood hazard zone?
70. Are you aware of any drainage or flood problems affecting the property?
71. Are there any areas on the property which are designated as protected wetlands?
72. Are you aware of any encroachments, utility easements, boundary line disputes, or drainage or other easements affecting the property?
73. Are there any water retention basins on the property or the adjacent properties?
74. Are you aware if any part of the property is being claimed by the State of New Jersey as land presently or formerly covered by tidal water (Riparian claim or lease grant)? Explain:
- 
75. Are you aware of any shared or common areas (for example, driveways, bridges, docks, walls, bulkheads, etc.) or maintenance agreements regarding the property?
76. Explain any "yes" answers to the preceding questions in this section:
- 
77. Do you have a survey of the property?
- 

**ENVIRONMENTAL HAZARDS**

Yes No Unknown

78. Have you received any written notification from any public agency or private concern informing you that the property is adversely affected, or may be adversely affected, by a condition that exists on a property in the vicinity of this property? If "yes," attach a copy of any such notice currently in your possession.
- 78a. Are you aware of any condition that exists on any property in the vicinity which adversely affects, or has been identified as possibly adversely affecting, the quality or safety of the air, soil, water, and/or physical structures present on this property? If "yes," explain:
- 
79. Are you aware of any underground storage tanks (UST) or toxic substances now or previously present on this property or adjacent property (structure or soil), such as polychlorinated biphenyl (PCB), solvents, hydraulic fluid, petro-chemicals, hazardous wastes, pesticides, chromium, thorium, lead or other hazardous substances in the soil? If "yes," explain:
- 
80. Are you aware if any underground storage tank has been tested?  
(Attach a copy of each test report or closure certificate if available).
81. Are you aware if the property has been tested for the presence of any other toxic substances, such as lead-based paint, urea-formaldehyde foam insulation, asbestos-containing materials, or others?  
(Attach copy of each test report if available).
82. If "yes" to any of the above, explain:
- 

[a.g.]

231	[ ]	[ ]	82a. If "yes" to any of the above, were any actions taken to correct the problem? Explain:
232			
233			
234	[ ]	<input checked="" type="checkbox"/>	83. Is the property in a designated Airport Safety Zone?
235			
236	<b>DEED RESTRICTIONS, SPECIAL DESIGNATIONS, HOMEOWNERS ASSOCIATION/CONDOMINIUMS AND CO-OPS</b>		
237	Yes	No	Unknown
238	[ ]	<input checked="" type="checkbox"/>	84. Are you aware if the property is subject to any deed restrictions or other limitations on how it may be used due to its being situated within a designated historic district, or a protected area like the New Jersey Pinelands, or its being subject to similar legal authorities other than typical local zoning ordinances?
239			
240			
241			
242	[ ]	<input checked="" type="checkbox"/>	85. Is the property part of a condominium or other common interest ownership plan?
243	[ ]	<input checked="" type="checkbox"/>	85a. If so, is the property subject to any covenants, conditions, or restrictions as a result of its being part of a condominium or other form of common interest ownership?
244			
245	[ ]	<input checked="" type="checkbox"/>	86. As the owner of the property, are you required to belong to a condominium association or homeowners association, or other similar organization or property owners?
246			
247	[ ]	[ ]	86a. If so, what is the Association's name and telephone number?
248			
249	[ ]	[ ]	86b. If so, are there any dues or assessments involved?
250			If "yes," how much?
251	[ ]	<input checked="" type="checkbox"/>	87. Are you aware of any defect, damage, or problem with any common elements or common areas that materially affects the property?
252			
253	[ ]	<input checked="" type="checkbox"/>	88. Are you aware of any condition or claim which may result in an increase in assessments or fees?
254	[ ]	<input checked="" type="checkbox"/>	89. Since you purchased the property, have there been any changes to the rules or by-laws of the Association that impact the property?
255			
256			90. Explain any "yes" answers you give in this section:
257			
258			
259			
260	<b>MISCELLANEOUS</b>		
261	Yes	No	Unknown
262	[ ]	<input checked="" type="checkbox"/>	91. Are you aware of any existing or threatened legal action affecting the property or any condominium or homeowners association to which you, as an owner, belong?
263			
264	[ ]	<input checked="" type="checkbox"/>	92. Are you aware of any violations of Federal, State or local laws or regulations relating to this property?
265			
266	[ ]	<input checked="" type="checkbox"/>	93. Are you aware of any zoning violations, encroachments on adjacent properties, non-conforming uses, or set-back violations relating to this property? If so, please state whether the condition is pre-existing non-conformance to present day zoning or a violation to zoning and/or land use laws.
267			
268			
269			
270			
271	[ ]	<input checked="" type="checkbox"/>	94. Are you aware of any public improvement, condominium or homeowner association assessments against the property that remain unpaid? Are you aware of any violations of zoning, housing, building, safety or fire ordinances that remain uncorrected?
272			
273			
274	<input checked="" type="checkbox"/>	[ ]	95. Are there mortgages, encumbrances or liens on this property?
275	[ ]	<input checked="" type="checkbox"/>	95a. Are you aware of any reason, including a defect in title, that would prevent you from conveying clear title?
276			
277	[ ]	<input checked="" type="checkbox"/>	96. Are you aware of any material defects to the property, dwelling, or fixtures which are not disclosed elsewhere on this form? (A defect is "material," if a reasonable person would attach importance to its existence or non-existence in deciding whether or how to proceed in the transaction.) If "yes," explain:
278			
279			
280			
281			
282	<input checked="" type="checkbox"/>	[ ]	97. Other than water and sewer charges, utility and cable tv fees, your local property taxes, any special assessments and any association dues or membership fees, are there any other fees that you pay on an ongoing basis with respect to this property, such as garbage collection fees?
283			
284			
285			98. Explain any other "yes" answers you give in this section:
286			Garbage pickup service.
287			
288			
289			
290			

[ag]



**RADON GAS Instructions to Owners**

By law (N.J.S.A. 26:2D-73), a property owner who has had his or her property tested or treated for radon gas may require that information about such testing and treatment be kept confidential until the time that the owner and a buyer enter into a contract of sale, at which time a copy of the test results and evidence of any subsequent mitigation or treatment shall be provided to the buyer. The law also provides that owners may waive, in writing, this right of confidentiality. As the owner(s) of this property, do you wish to waive this right?

Yes No

[ ] [ ]

(Initials)

(Initials)

If you responded "yes," answer the following questions. If you responded "no," proceed to the next section.

Yes No Unknown

[ ] [ ]

99. Are you aware if the property has been tested for radon gas? (Attach a copy of each test report if available.)

[ ] [ ]

100. Are you aware if the property has been treated in an effort to mitigate the presence of radon gas? (If "yes," attach a copy of any evidence of such mitigation or treatment.)

[ ] [ ]

101. Is radon remediation equipment now present in the property?

[ ] [ ]

101a. If "yes," is such equipment in good working order?

**MAJOR APPLIANCES AND OTHER ITEMS**

The terms of any final contract executed by the Seller shall be controlling as to what appliances or other items, if any, shall be included in the sale of the property. Which of the following items are present in the property? (For items that are not present, indicate "not applicable.")

Yes No Unknown NA

[X] [ ]

102. Electric Garage Door Opener

[ ] [ ]

102a. If "yes," are they reversible? Number of Transmitters 2

[ ] [ ]

103. Smoke Detectors

X Battery Electric Both How many 10

X Carbon Monoxide Detectors How many 10

Location

[ ] [X]

104. With regard to the above items, are you aware that any item is not in working order?

104a. If "yes," identify each item that is not in working order or defective and explain the nature of the problem:

[ ] [X]

105. In-ground pool Above-ground pool Pool Heater Spa/Hot Tub

[ ] [ ]

105a. Were proper permits and approvals obtained?

[ ] [ ]

105b. Are you aware of any leaks or other defects with the filter or the walls or other structural or mechanical components of the pool or spa/hot tub?

[ ] [ ]

105c. If an in-ground pool, are you aware of any water seeping behind the walls of the pool?

[ ] [ ]

106. Indicate which of the following may be included in the sale? (Indicate Y for yes N for no.)

[ ] Refrigerator

Y X Range

Y X Microwave Oven

Y X Dishwasher

[ ] Trash Compactor

[ ] Garbage Disposal

[ ] In-Ground Sprinkler System

[ ] Central Vacuum System

[ ] Security System

[ ] Washer

[ ] Dryer

[ ] Intercom

[ ] Other

[X] [ ]

107. Of those that may be included, is each in working order?

If "no," identify each item not in working order, explain the nature of the problem:

# **SOLAR PANEL SYSTEMS**

By completing this section, Seller is acknowledging that the Property is serviced by a Solar Panel System, which means a system of solar panels designed to absorb the sunlight as a source of energy for generating electricity or heating, any and all inverters, net meter, wiring roof supports and any other equipment pertaining to the Solar Panels (collectively, the "Solar Panel System"). This information may be used, among other purposes, to prepare a Solar Panel Addendum to be affixed to and made a part of a contract of sale for the Property.

Yes No Unknown

[ ] [ ] [ ]

[ ] [ ] [ ]

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108. When was the Solar Panel System Installed? \_\_\_\_\_

109. Are SRECs available from the Solar Panel System? \_\_\_\_\_

109a. If SRECs are available, when will the SRECs expire? \_\_\_\_\_

110. Is there any storage capacity on your Property for the Solar Panel System? \_\_\_\_\_

111. Are you aware of any defects in or damage to any component of the Solar Panel System? If yes, explain: \_\_\_\_\_

112. Choose one of the following three options:

112a. The Solar Panel System is financed under a power purchase agreement or other type of financing arrangement which requires me/us to make periodic payments to a Solar Panel System provider in order to acquire ownership of the Solar Panel System ("PPA")? If yes, proceed to Section A below.

112b. The Solar Panel System is the subject of a lease agreement. If yes, proceed to Section B below.

112c. I/we own the Solar Panel System outright. If yes, you do not have to answer any further questions.

## **SECTION A - THE SOLAR PANEL SYSTEM IS SUBJECT TO A PPA**

113. What is the current periodic payment amount? \$ \_\_\_\_\_

114. What is the frequency of the periodic payments (check one)? [ ] Monthly [ ] Quarterly

115. What is the expiration date of the PPA, which is when you will become the owner of the Solar Panel System? \_\_\_\_\_ ("PPA Expiration Date")

116. Is there a balloon payment that will become due on or before the PPA Expiration Date? \_\_\_\_\_

117. If there is a balloon payment, what is the amount? \$ \_\_\_\_\_

118. Choose one of the following three options:

118a. Buyer will assume my/our obligations under the PPA at Closing.

118b. I/we will pay off or otherwise obtain cancellation of the PPA as of the Closing so the Solar Panel System can be included in the sale free and clear.

118c. I/we will remove the Solar Panel System from the Property and pay off or otherwise obtain cancellation of the PPA as of the Closing.

## **SECTION B - THE SOLAR PANEL SYSTEM IS SUBJECT TO A LEASE**

119. What is the current periodic lease payment amount? \$ \_\_\_\_\_

120. What is the frequency of the periodic lease payments (check one)? [ ] Monthly [ ] Quarterly

121. What is the expiration date of the lease? \_\_\_\_\_

122. Choose one of the following two options:

122a. Buyer will assume our obligations under the lease at Closing.

122b. I/we will obtain an early termination of the lease and will remove the Solar Panel System prior to Closing.

## **SECTION C. THE SOLAR PANEL SYSTEM IS SUBJECT TO ENERGY CERTIFICATE(S)**

123. Are Solar Transition Renewable Energy Certificates (TRECs) available from the Solar Panel System? \_\_\_\_\_

123a. If TRECs are available, when will the TRECs expire? \_\_\_\_\_

124. Are Solar Renewable Energy Certificate IIs (SREC IIs) available from the Solar Panel System? \_\_\_\_\_

124 a. If SREC IIs are available, when will the SREC IIs expire? \_\_\_\_\_

## **LEAD PLUMBING**

Yes No Unknown

[ ] [ ] [ ]

[ ] [ ] [ ]

[ ] [ ] [ ]

[ ] [ ] [ ]

[ ] [ ] [ ]

[ ] [ ] [ ]

[ ] [ ] [ ]

[ ] [ ] [ ]

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[ ] [ ] [ ]

[ ] [ ] [ ]

[ ] [ ] [ ]

[ ] [ ] [ ]

125. Are you aware of the presence of any lead plumbing, including, but not limited to any service line, piping materials, fixtures, and solder. If "yes," explain: \_\_\_\_\_



**ACKNOWLEDGMENT OF SELLER**

The undersigned Seller affirms that the information set forth in this Disclosure Statement is accurate and complete to the best of Seller's knowledge, but is not a warranty as to the condition of the Property. Seller hereby authorizes the real estate brokerage firm representing or assisting the Seller to provide this Disclosure Statement to all prospective buyers of the Property, and to other real estate agents. Seller alone is the source of all information contained in this statement. If the Seller relied upon any credible representations of another, the Seller should state the name(s) of the person(s) who made the representation(s) and describe the information that was relied upon.

SELLER

DATE

SELLER

DATE

**EXECUTOR, ADMINISTRATOR, TRUSTEE**

(If applicable) The undersigned has never occupied the property and lacks the personal knowledge necessary to complete this Disclosure Statement.

DATE

DATE

**RECEIPT AND ACKNOWLEDGMENT BY PROSPECTIVE BUYER**

The undersigned Prospective Buyer acknowledges receipt of this Disclosure Statement prior to signing a Contract of Sale pertaining to this Property. Prospective Buyer acknowledges that this Disclosure Statement is not a warranty by Seller and that it is Prospective Buyer's responsibility to satisfy himself or herself as to the condition of the Property. Prospective Buyer acknowledges that the Property may be inspected by qualified professionals, at Prospective Buyer's expense, to determine the actual condition of the Property. Prospective Buyer further acknowledges that this form is intended to provide information relating to the condition of the land, structures, major systems and amenities, if any, included in the sale. This form does not address local conditions which may affect a purchaser's use and enjoyment of the property such as noise, odors, traffic volume, etc. Prospective Buyer acknowledges that they may independently investigate such local conditions before entering into a binding contract to purchase the property. Prospective Buyer acknowledges that he or she understands that the visual inspection performed by the Seller's real estate broker/broker-salesperson/salesperson does not constitute a professional home inspection as performed by a licensed home inspector.

PROSPECTIVE BUYER

DATE

PROSPECTIVE BUYER

DATE

**ACKNOWLEDGMENT OF REAL ESTATE BROKER/BROKER-SALESPERSON/SALESPERSON**

The undersigned Seller's real estate broker/broker-salesperson/salesperson acknowledges receipt of the Property Disclosure Statement form and that the information contained in the form was provided by the Seller.

The Seller's real estate broker/broker-salesperson/salesperson also confirms that he or she visually inspected the property with reasonable diligence to ascertain the accuracy of the information disclosed by the seller, prior to providing a copy of the property disclosure statement to the buyer.

The Prospective Buyer's real estate broker/broker-salesperson/salesperson also acknowledges receipt of the Property Disclosure Statement form for the purpose of providing it to the Prospective Buyer.

SELLER'S REAL ESTATE BROKER/  
BROKER-SALESPERSON/SALESPERSON:

DATE

PROSPECTIVE BUYER'S REAL ESTATE BROKER/  
BROKER-SALESPERSON/SALESPERSON:

DATE

**NEW JERSEY REALTORS®  
BUYERS'/TENANTS' HOLD HARMLESS  
AND RELEASE REGARDING COVID-19**

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This Hold Harmless and Release Regarding COVID-19 is effective beginning on the following date: February 6, 2022.

1. Buyer/Tenant and/or its agent have indicated a desire to visit properties for the purpose of viewing them to determine if Buyer/Tenant wants to make an offer to purchase/rent one of them or, if there is a sales contract/lease between Buyer/Tenant and a seller/landlord, to have the property inspected by a licensed inspector to do a walk through or otherwise go into the Property.
2. Buyer's/Tenant's broker, Exit Realty Smart Move ("Broker"), recommends that Buyer/Tenant instead view the properties through a virtual tour as the safest way to proceed but Buyer/Tenant has decided to go into and view or inspect the properties or have a representative do so in person.
3. Buyer/Tenant acknowledges the existence of the COVID-19 virus, the dangers of the virus and the potential exposure to the virus that could occur as a result of Broker or Buyer/Tenant or persons accompanying or representing Buyer/Tenant going into the properties.
4. Buyer/Tenant understands and agrees that, because of Buyer's/Tenant's decision to have Buyer/Tenant and persons accompanying or representing Buyer/Tenant view or inspect properties in person, Buyer/Tenant will hold harmless, release and indemnify the sellers/landlords of the properties and Broker and their employees, agents, brokers, officers, directors, owners and representatives for any exposure to or lawsuit or other claim by anyone as a result of the COVID-19 virus causing injury, illness or other damages arising from a property being viewed or inspected in person.
5. Buyer/Tenant, as well as the heirs and assigns of Buyer/Tenant, are bound by this Hold Harmless and Release. Anyone who succeeds to their interests and responsibilities also is bound.

- Authentisource

Aaron Goldberg  
-2/6/2022 7:09:37 PM EST

BUYER/TENANT

**Aaron Goldberg**

02/06/2022

Date \_\_\_\_\_

— Authenticity

ANGELTE GRAMM  
2/10/2022 8:01:24 AM EST

2/10/2022 8:01:24 AM EST

02/10/2022

BUYER/TENANT

Date \_\_\_\_\_

BUYER/TENANT

Date \_\_\_\_\_

BUYER/TENANT

Date \_\_\_\_\_





**NEW JERSEY REALTORS®**  
**ADDENDUM REGARDING PRIVATE SEWAGE DISPOSAL**  
**(OTHER THAN CESSPOOL)**

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**This Addendum is attached to and made a part of either the New Jersey Realtors® Standard Form of Real Estate Sales Contract, Form 118 or the New Jersey Realtors® Standard Form of Real Estate Sales Contract for Vacant One-Family Lots, Form 141 (the "Contract"). If this Addendum conflicts with the Contract, then this Addendum shall control.**

(A) Seller represents to Buyer that the Property is serviced by a private subsurface sewage disposal system (the "Septic System"), other than a Cesspool.

**(B) ☐ Buyer waives the right to investigate and/or test the Septic System.**

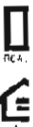
(C) ☐ Buyer is exercising the right, at Buyer's sole expense, to inspect and test the Septic System (the "Tests"). All Tests shall be conducted by reputable firms and individuals that possess the required training, experience, certifications, licenses, insurance and other qualifications to conduct the Tests in a safe and competent manner. All Tests shall also be conducted in compliance with all applicable laws and regulations. Buyer, at Buyer's sole expense, shall promptly repair any damages to the Property or the Septic System caused by Buyer or Buyer's consultants, inspectors or other individuals dealing with the Septic System on Buyer's behalf and promptly restore the Property and Septic System to their condition existing prior to the Tests. Buyer's obligations in this Section (C) shall survive the Closing or cancellation of this Contract.

1. The Tests shall be conducted and a report delivered by Buyer to Seller within \_\_\_\_ (if left blank, then 10) calendar days after the attorney-review period is completed, or, if this Contract is timely disapproved by an attorney, as provided in the Attorney-Review Clause Section of this Contract, then within \_\_\_\_ (if left blank, then 10) calendar days after the parties agree to terms of this Contract, and Buyer shall use best efforts to obtain it. At the time the report is delivered to Seller, Buyer shall notify Seller in writing whether Buyer is satisfied with the Tests. If Buyer is satisfied with the Tests, the parties shall proceed with this Contract.

2. If Buyer is not satisfied with the Tests, then Buyer may elect, in a written notice to Seller delivered with the report, to either (a) request a credit against the Purchase Price from Seller for the amount that the firm or individual retained by Buyer estimates it will cost to correct any problems relating to the Septic System identified in the report, (b) request that Seller correct the problems identified in the report at Seller's cost prior to the Closing (the "Septic System Work"), or (c) cancel this Contract. If this Contract is cancelled pursuant to this paragraph (C) 2, then all deposit monies will be returned to Buyer, provided Buyer has complied with Buyer's obligations to repair and restore the Property set forth in this Section (C) and, after the deposit monies are returned to Buyer, neither party shall have any further rights or obligations under this Contract, except those that expressly survive cancellation. If Buyer is given a credit against the Purchase Price, Buyer shall be responsible for correcting the problems identified in Buyer's report and any problems encountered during the performance of the Septic System Work and obtaining any and all applicable permits.

3. If Buyer makes a request to Seller pursuant to paragraph (C) 2 (b), Seller may elect, in a written notice to Buyer, to either (a) cancel this Contract or (b) attempt to negotiate an amendment of this Contract mutually acceptable to the parties to undertake the Septic System Work. If the parties do not fully execute a mutually acceptable amendment to the Contract within \_\_\_\_ (if left blank, then 10) calendar days of Buyer's request that Seller conduct the Septic System Work or provide Buyer a credit, then either party may cancel this Contract. If either party cancels this Contract pursuant to this paragraph, then all deposit monies will be returned to Buyer, provided Buyer has complied with Buyer's obligations to repair and restore the Property set forth in Section (C) and, after the deposit monies are returned to Buyer, neither party shall have any further rights or obligations under this Contract, except those that expressly survive cancellation.

4. If Seller agrees to be responsible for correcting the problems identified in Buyer's report or any problems encountered during the performance of the Septic System Work and (a) the problems are not corrected and any and all applicable permits issued within \_\_\_\_\_ (if left blank, then 10) calendar days from Seller's agreement to perform the Septic System Work, (b) Seller incurs more than \$ \_\_\_\_\_ to complete the Septic System Work, or (c) Buyer disputes the adequacy or sufficiency of the Septic System Work, then either party shall have the right to cancel this Contract by written notice to the other. If either party cancels this Contract pursuant to this paragraph, then all deposit monies will be returned to Buyer, provided Buyer has complied with its obligations to repair and restore the Property as set forth in this Section (C) and, after the deposit monies are returned to Buyer, neither party shall have any further rights or obligations under this Contract, except those that expressly survive cancellation.



5. If Buyer proceeds with this Contract and purchases the Property, Buyer shall purchase the Septic System in its "as is" conditions, and Buyer shall waive any and all rights or claims with respect to Seller concerning the condition of the Septic System and compliance of the Septic System with any and all applicable laws.

**WITNESS:**

Authentisign

Aaron Goldberg

02/06/2022

2/6/2022 7:09:38 PM EST

BUYER Aaron Goldberg

Date

BUYER

Date

BUYER

Date

BUYER

Date

Authentisign

ANGELLE C. J. M. M.

02/10/2022

2/10/2022 8:01:25 AM EST

SELLER

Date

SELLER

Date

SELLER

Date

SELLER

Date